

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Frank Apicella
Director, Technology & Information Management

PREPARED BY: Frank Apicella

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA WAIVING FORMAL BIDDING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH BELL SOUTH FOR THE PURCHASE OF THE DATA AND VOICE COMMUNICATION SERVICES FOR A PERIOD OF 24 MONTHS.

REPORT IN BRIEF: As part of the “SMARTRING” proposal the existing Data and Voice communication services need to be update to reflect the new telephone/data network changes. This agreement is for 24 months and does not lock the Town into a long term agreement.

The Town currently utilizes communication lines provided by Bellsouth. The existing communication lines that connect Town facilities do not have built-in redundancy. The architecture of the proposal “SMARTRing” has built-in redundancy (see section 4, page 54 of attachment A). This redundancy will help the Town in the event of a hurricane or other emergencies. The design allows parts of the network to fail and still allow the Emergency Operation Center (EOC) to stay running.

The one time cost to install the “SMARTRing” system is \$7,075.00. The actually increase monthly to the Town is only \$101.00 per month.

The speed of the proposed “SMARTRing” is 622.08 mbps. The significantly increased speed of communications will provide more efficient Town-Wide in network applications. Departments will be able to transfer GIS data across the

network without degrading the network. We will be able to accommodate streaming video of Council meetings for public access, as well as future applications.

All existing Town communication lines are compatible with the proposed "SMARTRing". All remote facilities will connect to the ring.

Bellsouth is a single source provider of Data and Voice communication services with regards to the "SMARTRing" by means of tariff regulations (attachment B).

This resolution is part of 3 resolutions for different contract periods with BellSouth. All 3 resolutions need to be passed for the "SMARTRing" to work.

PREVIOUS ACTIONS: N/A

CONCURRENCES: The Town Attorney has reviewed the contract and agrees with its form and correctness.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$47,355.00

Account Name: Communications Accounts ending in 4101

If no, amount needed: \$

What account will funds be appropriated from: All departments

Communications Accounts

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

A: Bellsouth Proposal

B: Single Source letter

C: Letter from Town Attorney

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA WAIVING FORMAL BIDDING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH BELL SOUTH FOR THE PURCHASE OF THE DATA AND VOICE COMMUNICATION SERVICES FOR A PERIOD OF 24 MONTHS.

WHEREAS, the Town currently has BellSouth as the provider of network communications to all the Town's facilities under Tariff B; and

WHEREAS, BellSouth is the single source provider of the Data and Voice communication services; and

WHEREAS, A competitive bid of Data and Voice communication services under a different tariff would result in higher costs to the Town; and

WHEREAS, the Town is in need of redundant communications between essential facilities during emergency operations and everyday communications; and

WHEREAS, the Town currently pays BellSouth for existing communication

WHEREAS, by implementing the Data and Voice communication services, the Town gains significantly in network services by means of redundancy and network speed; and

WHEREAS, the Town Council has the authority to waive formal bidding.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby waives formal bidding and authorizes the Mayor to execute the BellSouth Contract Service Agreement and

Letters of Election, which is attached here to and identified as attachment
'A', sections 9 and 10

SECTION 2. The Town Council hereby authorizes this expenditure from
the appropriate departmental operating accounts.

SECTION 3. This resolution shall take effect immediately upon its
passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

Attachment A

Letter of Election

Town of Davie ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service at Subscriber locations as detailed in the Service Attachment, attached hereto and incorporated herein by reference. The Service included in this Agreement is:

SMARTRing

The Company will provide the requested Service under the terms and conditions stipulated in the governing tariff, including any changes therein as may be made from time to time. Tariff references providing the basis for this Agreement are detailed in the Service Attachment. Important tariff provisions relating to the requested Service include, but are not limited to:

The Company will furnish, install, maintain and provide maintenance of the Service in accordance with the Company's lawfully filed tariffs. The service period shall begin on the date Service is installed and billing begins ("Service Period"), unless specified otherwise in the tariff.

The Subscriber agrees to pay the Company for the provision of the Service based on the selected length of term described in the tariff. This monthly rate will continue for the elected Service Period and will not be subject to Company initiated change during this period.

The Service Period, monthly recurring charges, and non-recurring charges for this Agreement are detailed in the Service Attachment.

In the event the Service is terminated prior to the expiration of the Service Period, the Subscriber shall pay Termination or Cancellation Charges as specified in the tariff or in the applicable promotion filing. The appropriate tariff sections shall govern moves of service, upgrades to a higher level of service, and changes in jurisdiction.

The Service Attachment describes the quantity of Service the Subscriber has ordered. Should the Subscriber desire to add or change Service, the Company agrees to do so under the terms and conditions of the tariff and the Subscriber agrees to pay any additional charges resulting from the change or addition.

In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.

The Subscriber agrees to pay any added costs incurred by the Company due to Subscriber initiated change in the location of the requested Service prior to the time the Service is installed.

Surcharges, such as end user common line, local number portability, federal universal service charge, etc., that may be included in an Agreement Attachment, are not affected by the Agreement's terms and conditions and are subject to change.

This Agreement shall be extended for additional one-year terms under the terms and conditions provided in the tariff unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Suspension of Service is not permitted for the requested Service.

Service may be transferred to another Subscriber at the same location upon prior written concurrence from the Company. The new subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.

If you are purchasing a BellSouth Fast Packet Transport Service (BellSouth Frame Relay Service, BellSouth Asynchronous Transfer Mode Service, or BellSouth Metro Ethernet Service) or a BellSouth Digital Network Service (BellSouth MegaLink Service, BellSouth MegaLink Channel Service, BellSouth LightGate Service, BellSouth SMARTRing Service, or BellSouth Wavelength Service) under this Agreement, such service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement,



Initial: _____

Date: _____

Letter of Election

and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement.

This Agreement is effective when executed by the Subscriber and accepted by the Company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Subscriber Name _____

Signature _____ Date _____

Printed Name _____ Title _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BellSouth Business Systems, Inc.

Signature _____ Date _____

Printed Name _____ Title _____

Letter of Election

Attachment #1

SMARTRing

State Tariff: **Florida Private Line Tariffs**

Service Period: **24 months**

This attachment, incorporated herein by reference, includes all rate elements required for:

SMARTRing

Those subject to rate stabilization are indicated in the **B7.7 (Private Line) Tariff**. Other charges mandated or permitted by Federal, State, or Local statutes may also apply.

SMARTRing (FL)

Configuration: Interfaces Only

Location #1

Address: 6591 SW 45th St

Serving CO: FTLDFLPLDS0 (954/797) - BellSouth Telecomm, Inc.

- FL

Switch Type: 5ESS

Miles to Serving CO: 4.2344

Customer Channel Interface

Per DS3 - 24 to 48 Months

Per 100 Mbps - 24 to 48 Months

Qty	USOC	Non - Recurring	Recurring
1	SHNZT	\$130.00	\$135.00
2	SHN1N	\$900.00	\$420.00

Location #2

Address: 6901 SW 45th St

Serving CO: FTLDFLPLDS0 (954/316) - BellSouth Telecomm, Inc.

- FL

Switch Type: 5ESS

Miles to Serving CO: 4.3156

Customer Channel Interface

Per 100 Mbps - 24 to 48 Months

2	SHN1N	\$900.00	\$420.00
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Location #3

Address: 1230 Nob Hill Rd

Serving CO: FTLDFLJADS0 (954/472) - BellSouth Telecomm, Inc.

- FL

Switch Type: 5ESS

Miles to Serving CO: 1.2718

Customer Channel Interface

Per 100 Mbps - 24 to 48 Months

2	SHN1N	\$900.00	\$420.00
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*This quote is valid only if based on a SMARTRing "As

Billed" Service Inquiry drawing.

Total Non-Recurring:

\$2,830.00

Total Recurring:

\$1,395.00

Service Address Information:

Letter of Election

Attachment #1 (continued)

Location #1: Town Hall
6591 SW 45th St
Davie, FL
Location #2: Fire Admin
6901 SW 45th St
Davie, FL
Location #3: Police HQ
1230 Nob Hill Rd
Davie, FL

Initial: _____

Date: _____

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-7991-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and TOWN OF DAVIE ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tarified services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tarified services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-7991-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
13450 W Sunrise Blvd, Suit 600
Sunrise, FL 33323

Subscriber

TOWN OF DAVIE
6591 ORANGE DR
DAVIE, FL 33314

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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Case Number FL06-7991-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

15. Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-7991-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/30/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

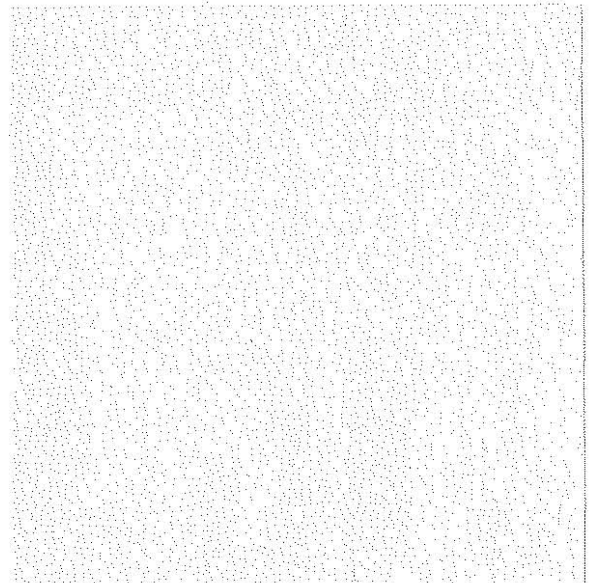
This Agreement is for twenty-four (24) months.

Under this Agreement, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials _____



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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-7991-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
TOWN OF DAVIE

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-7991-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
2	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$75.00	1LDPZ
3	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$10.00	1LDPA
4	Interoffice Channel, each channel 0-8 miles, fixed component	\$.00	\$40.00	1LNOI
5	Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof	\$.00	\$10.00	1LNOA
6	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
7	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-7991-01

Option 1 of 1

RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$326.00
MGLSE	\$575.00, each
1LDPZ	\$350.00, each
1LNOI	\$100.00, each
MGLPV	\$ 40.00, each

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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GENERAL CUSTOMER-PROVIDED REQUIREMENTS FOR FIBER OPTIC-BASED SERVICES

Following is information and a list of general requirements associated with BellSouth's installation of fiber optic-based services. A BellSouth Building Industry Consulting Service (BICS) representative will identify actual requirements for the specific installation during a site meeting with the end user (and property owner, if applicable). **To ensure timely service provisioning, please ensure that end user and building owner representatives are available for contact by BellSouth BICS within two business days after the service request has been submitted to BellSouth.**

1. BellSouth must receive approval, at no cost, from the end user and/or property owner for the placement of new cable and equipment (if needed) into and within the building(s). Formal easement documentation may be required in some cases.
2. The end user and/or property owner must provide suitable pathways (conduit, raceway, etc.) from the property line to one or more points within the building. If the property owner and end user are not the same entity, the end user must obtain the owner's concurrence that such pathways will be provided as specified by BellSouth's BICS representative. Certain service configurations may require redundant/diverse building entrance facilities.
3. Depending on the particular installation, at multi-tenant properties space may be required in the common telecom equipment room of the building and also within the end user's premises. In either case, the equipment location(s) for multiplexers and other electronic equipment must be clean, environmentally conditioned, with proper lighting. Equipment racks, floor space and/or plywood backboards may be required.
4. Electrical power for electronic equipment may be required at either, or both, the common telecom equipment room of the building and at the end user's premises. Depending on the specific requirements of the installation, the power required could be one or more of the following:
 - 120VAC, 20 ampere, dedicated circuit(s) w/locking-type receptacle(s)
 - 48VDC, with A/B loads.
 - 240VAC or 208VAC, 30 ampere, dedicated circuit(s) w/locking receptacle(s)

Notes:

a) BellSouth provides reserve battery power for momentary commercial AC power outages. If service is required during sustained failure of commercial AC power, the end user may wish to provide a backup power source such as an emergency generator and/or UPS.

b) Access to the building's grounding electrode system is necessary.
5. The installation of fiber-based services requires close coordination between BellSouth, the property owner and the subscribing customer. A critical date schedule must be established immediately with a clear understanding of respective responsibilities. The BellSouth BICS Representative will document agreed-upon commitments in a confirmation letter to the end user and, if applicable, to the property owner.

BellSouth Sales Representative: Please complete and initial the form below. Attach the completed sheet to the signed customer contract when you email or fax the contract to your BBCare representative.

Customer Name Town of Davie

Customer Contact Name Frank Apicella **Tel. Number** 954 797-1063

Property Owner/Tel#: (complete only if not subscribing customer):

Name of BellSouth AE or SE (Print) Cathy Graveline, Network Sales Engineer

AE or SE MUST INITIAL CG

Date 04-04-2006

Letter of Election

Town of Davie ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service at Subscriber locations as detailed in the Service Attachment, attached hereto and incorporated herein by reference. The Service included in this Agreement is:

BellSouth Centrex Service

The Company will provide the requested Service under the terms and conditions stipulated in the governing tariff, including any changes therein as may be made from time to time. Tariff references providing the basis for this Agreement are detailed in the Service Attachment. Important tariff provisions relating to the requested Service include, but are not limited to:

1. The Company will furnish, install, maintain, and provide maintenance of the Service in accordance with the Company's lawfully filed tariffs. The service period shall begin on the date Service is installed and billing begins ("Service Period"), unless specified otherwise in the tariff.
2. The Subscriber agrees to pay the Company for the provision of the Service based on the selected length of term described in the tariff. This monthly rate will continue for the elected Service Period and will not be subject to Company initiated change during this period.
3. BellSouth Centrex Service Period begins on the first bill date following conversion for those Subscribers whose service is converted from ESSX® / Digital ESSX® Service or MultiServSM / MultiServSM Plus Service. BellSouth Centrex Service Period begins on the service installation date for those Subscribers choosing BellSouth Centrex as a new service, or who are replacing any other service with BellSouth Centrex.

The Service Period, monthly recurring charges, and non-recurring charges for this Agreement are detailed in the Service Attachment.

4. In the event the Service is terminated prior to the expiration of the Service Period, the Subscriber shall pay Termination or Cancellation Charges as specified in the tariff or in the applicable promotion filing. The appropriate tariff sections shall govern moves of service, upgrades to a higher level of service, and changes in jurisdiction.
5. The Service Attachment describes the quantity of Service the Subscriber has ordered. Should the Subscriber desire to add or change Service, the Company agrees to do so under the terms and conditions of the tariff and the Subscriber agrees pay any additional charges resulting from the change or addition.
6. In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.
7. The Subscriber agrees to pay any added costs incurred by the Company due to Subscriber initiated change in the location of the requested Service prior to the time the Service is installed.
8. The Subscriber may migrate to a higher Payment Plan at any time during the service period, but may not migrate to a lower Payment Plan during the service period without incurring cancellation charges.

Payment Plan: **Payment Plan 1**

Initial: _____

Date: _____

© **BELLSOUTH**

Page 1 of 5

Private/Proprietary

May not be used or disclosed outside the BellSouth companies, except pursuant to a written agreement.

Letter of Election

9. Subscriber understands that BellSouth will attempt to meet the requested installation date, but makes no warranty, either expressed or implied, that the requested date will be met.

Requested Installation Date: **Conversion from ESSX**

10. BellSouth also offers a "Satisfaction Guarantee" with BellSouth Centrex service, as described in the Tariff. If the Subscriber wishes to exercise the Satisfaction Guarantee, written notification must be provided to BellSouth within ninety (90) days of the effective billing date of this order.
11. Surcharges, such as end user common line, local number portability, federal universal service charge, etc., that may be included in an Agreement Attachment, are not affected by the Agreement's terms and conditions and are subject to change.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms. By signing or indicating acceptance, Subscriber acknowledges and accepts all terms of the Agreement as set forth above, including all terms set forth in the "Service Descriptions and Price Lists found at http://cpr.bellsouth.com/bst/product_line.htm, as applicable.
13. Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement

Initial: _____

Date: _____



Letter of Election

State Specific Terms

Select state where service will be provided under this Agreement. State specific terms may apply:

☐ Alabama

☒ Florida

☐ Kentucky

☐ Louisiana

☐ Mississippi

☐ Georgia ☐ North Carolina ☐ South Carolina

Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Letter of Election are provided in Georgia, North Carolina, and South Carolina, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs, whether in the body of this Agreement or in the Service Attachment shall be deemed references to agreed contract terms and conditions applicable to the Service(s) identical to those set forth in BellSouth's Service Descriptions and Price Lists, available at http://cpr.bellsouth.com/bst/product_line.htm and incorporated herein by reference as if included fully herein. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and the Service Attachment and those incorporated herein by reference, the terms set forth in the body of this Agreement and the Service Attachment shall govern.

☐ Tennessee

In the event that the Subscriber terminates this tariff term plan without cause prior to the expiration of this term plan, the Subscriber shall pay a termination charge as specified in the BellSouth Tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Letter of Election constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "BellSouth's General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the services included within the Subscriber's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at <http://www.bellsouth.com>. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms set forth in the body of this agreement shall govern.

Initial: _____

Date: _____

This Agreement is effective when executed by the Subscriber and accepted by the Company.

BELLSOUTH

Page 3 of 5

Private/Proprietary

May not be used or disclosed outside the BellSouth companies, except pursuant to a written agreement.

Letter of Election

This Agreement is effective when executed by the Subscriber and accepted by the Company.

Subscriber Name _____

Signature _____ Date _____

Printed Name _____ Title _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BellSouth Business Systems, Inc.

Signature _____ Date: _____

Printed Name _____ Title _____

Letter of Election

Attachment #1

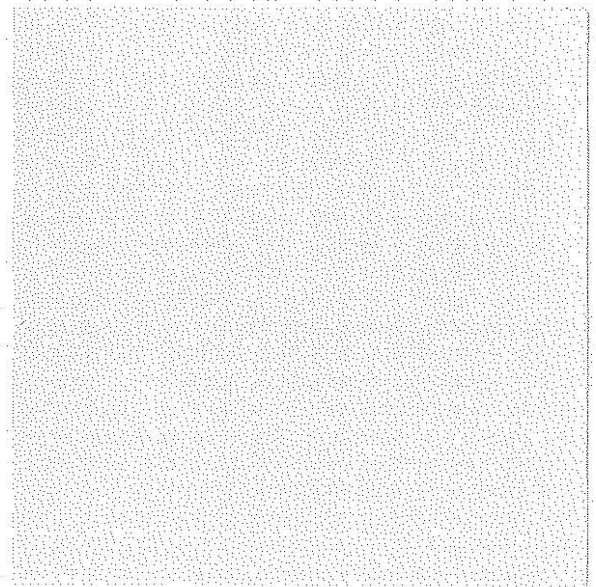
BellSouth Centrex Service

State Tariff: *Florida General Subscriber Services Tariff or Service Descriptions and Price Lists, as applicable.*

Service Period: 24 months

The attached QuoteExpert document, incorporated herein by reference, includes all rate elements required for **BellSouth Centrex Service**. Those subject to rate stabilization are indicated in the GSST A12.25 or Service Descriptions and Price Lists, as applicable. Other charges mandated or permitted by Federal, State, or Local statutes may also apply.

Attach QuoteExpert document to the Letter of Election



Initial: _____

Date: _____

Quote Number: BBS060405161648
Customer: Town of Davie
Prepared By: Cathy Graveline
Subject: BellSouth Centrex (FL)

Quote Detail

Description	QTY	USOC/Code	Installation	Monthly
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BellSouth Centrex (FL)
Exchange: HOLLYWOOD (Rate Group 12)
Rate Stability Plan: 12 Months
Payment Plan: Payment Plan 1
Centrex Options: New BellSouth Centrex System
Configuration: BellSouth Centrex Service
Switch Type: 5ESS
Rate Plan: Flat Rate

Basic Class of Service	1	CENF5	\$0.00	\$0.00
Standard Common Equipment	1	M1ACS	\$600.00	\$100.00
Station Links				
Station Links	1	M4LFA	\$0.00	\$16.05
Standard Features	1	CENAA	\$19.50	\$3.95
Line Connection Charge	1		\$62.00	\$0.00
Federal Universal Service Charge - Centrex	1	FUJMX	\$0.00	\$0.10

Circuit Location #1

Address: 3500 NW 76th Av

Serving CO: HLWDFLPEDS0 (954/433) - BellSouth Telecomm, Inc. - FL

Switch Type: 5ESS

*Rates quoted for this product are based on Tariff Sections A12.25 (GSST),
4.7 (FCC I), A4 (GSST).

Centrex NARs (FL)

Exchange: HOLLYWOOD (Rate Group 12)

Rate Plan: Flat Rate

Combination NAR	1	M9QCX	\$0.00	\$17.26
Telecommunications Relay Service	1		\$0.00	\$0.15
End User Common Line Equivalent Surcharge	1	PGSA7	\$0.00	\$6.77

Circuit Location #1

Address: 3500 NW 76th Av


BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By: Cathy Graveline (954) 838-1723

Quote Number: BBS060405161648

This Quote is valid 30 days from last revision dated 0/12/2006. Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

 **BELLSOUTH®**

Quote Number: BBS060405161648
Customer: Town of Davie
Prepared By: Cathy Graveline
Subject: BellSouth Centrex (FL)

Serving CO: HLWDFLPEDS0 (954/433) - BellSouth Telecomm, Inc. - FL
Switch Type: 5ESS

Totals \$681.50 \$144.28

Circuit Location Information

BellSouth Centrex (FL)

CKL # 1 Utilities
3500 NW 76th Av
Davie, FL

Centrex NARs (FL)

CKL # 1 Utilities
3500 NW 76th Av
Davie, FL

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By Cathy Graveline (954) 838-1723
Quote Number BBS060405161648
This Quote is valid 30 days from last revision date 01/12/2006 Federal, State and Local tax not included.



The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

Letter of Election

Town of Davie ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service at Subscriber locations as detailed in the Service Attachment attached hereto and incorporated herein by reference. The Service included in this Agreement is:

Frame Relay Service

The Company will provide the requested Service under the terms and conditions stipulated in the governing tariff, including any changes therein as may be made from time to time. Tariff references providing the basis for this Agreement are detailed in the Service Attachment. Important tariff provisions relating to the requested Service include, but are not limited to:

1. The Company will furnish, install, maintain, and provide maintenance of the Service in accordance with the Company's lawfully filed tariffs. The service period shall begin on the date Service is installed and billing begins ("Service Period"), unless specified otherwise in the tariff.
2. The Subscriber agrees to pay the Company for the provision of the Service based on the selected length of term described in the tariff. This monthly rate will continue for the elected Service Period and will not be subject to Company initiated change during this period.
3. The Service Period, monthly recurring charges, and non-recurring charges for this Agreement are detailed in the Service Attachment.
4. In the event the Service is terminated prior to the expiration of the Service Period, the Subscriber shall pay Termination or Cancellation Charges as specified in the tariff or in the applicable promotion filing. The appropriate tariff sections shall govern moves of service, upgrades to a higher level of service, and changes in jurisdiction.
5. The Service Attachment describes the quantity of Service the Subscriber has ordered. Should the Subscriber desire to add or change Service, the Company agrees to do so under the terms and conditions of the tariff and the Subscriber agrees to pay any additional charges resulting from the change or addition.
6. In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.
7. The Subscriber agrees to pay any added costs incurred by the Company due to Subscriber initiated change in the location of the requested Service prior to the time the Service is installed.
8. This Agreement shall be extended for additional one-year terms under the terms and conditions provided in the tariff unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.
9. Suspension of Service is not permitted for the requested Service

Initial: _____

Date: _____



Letter of Election

10. Service may be transferred to another Subscriber at the same location upon prior written concurrence from the Company. The new subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.
11. Recognition of previous service may be given to the Subscriber who renews an existing Arrangement or converts from month-to-month billing, under circumstances detailed in the tariff. This Agreement period includes **0 months** for recognition of previous service.
12. Surcharges, such as end user common line, local number portability, federal universal service charge, etc., that may be included in an Agreement Attachment, are not affected by the Agreement's terms and conditions and are subject to change.
13. If you are purchasing a BellSouth® Fast Packet Transport Service (BellSouth® Frame Relay Service, BellSouth® Asynchronous Transfer Mode Service, or BellSouth® Metro Ethernet Service) or a BellSouth® Digital Network Service (BellSouth® MegaLink® Service, BellSouth® MegaLink® Channel Service, BellSouth® LightGate® Service, or BellSouth® SMARTRing® Service) under this Agreement, such service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.
14. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms. By signing or indicating acceptance, Subscriber acknowledges and accepts all terms of the Agreement as set forth above, including all terms set forth in the "Service Descriptions and Price Lists found at http://cpr.bellsouth.com/bst/product_line.htm, as applicable.
15. Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement.

Initial: _____

Date: _____



Letter of Election

State Specific Terms

Select state where service will be provided under this Agreement. State specific terms may apply:

☐ Alabama

☒ Florida

☐ Kentucky

☐ Louisiana

☐ Mississippi

☐ Georgia

☐ North Carolina

☐ South Carolina

Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Letter of Election are provided in Georgia, North Carolina, and South Carolina, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs, whether in the body of this Agreement or in the Service Attachment shall be deemed references to agreed contract terms and conditions applicable to the Service(s) identical to those set forth in BellSouth's Service Descriptions and Price Lists, available at http://cpr.bellsouth.com/bst/product_line.htm and incorporated herein by reference as if included fully herein. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and the Service Attachment and those incorporated herein by reference, the terms set forth in the body of this Agreement and the Service Attachment shall govern.

☐ Tennessee

In the event that the Subscriber terminates this tariff term plan without cause prior to the expiration of this term plan, the Subscriber shall pay a termination charge as specified in the BellSouth Tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Letter of Election constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the services included within the Subscriber's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at <http://www.bellsouth.com>. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms set forth in the body of this agreement shall govern.

Initial: _____

Date: _____

Letter of Election

This Agreement is effective when executed by the Subscriber and accepted by the Company.

Subscriber Name _____

Signature _____ Date _____

Printed Name _____ Title _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BellSouth Business Systems, Inc.

Signature _____ Date: _____

Printed Name _____ Title _____

Letter of Election

Attachment #1

State: **Florida**

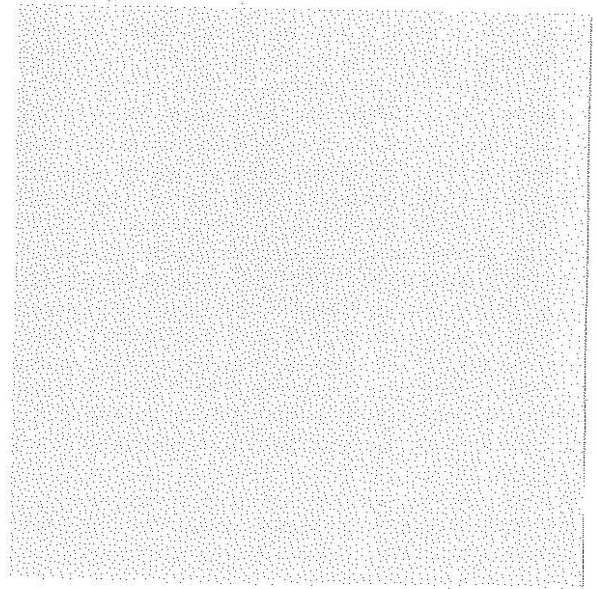
Service Period: **24 months**

The attached QuoteExpert document, incorporated herein by reference, includes all rate elements required for:

Frame Relay Service

Those subject to rate stabilization are indicated in the **General Subscriber Services Tariff**. Other charges mandated or permitted by Federal, State, or Local statutes may also apply.

Attach QuoteExpert document to the Letter of Election



Initial: _____

Date: _____

Quote Number: BBS060405175821
 Customer: Town of Davie
 Prepared By: Cathy Graveline
 Subject: Frame Relay (FL)

Quote Detail

Description	QTY	USOC/Code	Installation	Monthly
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Frame Relay (FL)

Option: Connection to Customer Premises

Location #1

Address: 6591 SW 45th St

Serving CO: FTLDFLPLDS0 (954/797) - BellSouth Telecomm, Inc. - FL

Switch Type: 5ESS

Payment Term: 12 to 36 Months

Speed: 1.536 Mbps

Customer Connection to Frame Relay Service	1	FRH15	\$525.00	\$369.00
Initial Standard DLCI	1	XAFD1	\$0.00	\$0.00
Each Additional Standard DLCI	1	FRVDX	\$25.00	\$2.00
Committed Information Rate (CIR)				
0 Kbps	2	FRVRO	\$0.00	\$0.00
Broadband Line - FPO - 1.536 Mbps	1	FP115	\$465.00	\$146.00
CNM Service Establishment Charge	1	CNMSE	\$250.00	\$0.00
Reporting - Gold	1	CNMGF	\$95.00	\$0.00
Web Management Access Interface	1	CNMWE	\$125.00	\$18.75

Totals			\$1,485.00	\$535.75
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Circuit Location Information

Frame Relay (FL)

Location #1 Town Hall
 6591 SW 45th St
 Davie, FL

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By: Cathy Graveline (954) 838-1723

Quote Number: BBS060405175821

This Quote is valid 30 days from last revision date 0/12/2006 Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

BELL SOUTH

Quote Number: BBS060405175821

Customer: Town of Davie

Prepared By: Cathy Graveline

Subject: Frame Relay (FL)

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By Cathy Graveline (954) 838-1723

Quote Number BBS060405175821

This Quote is valid 30 days from last revision date of 6/12/2006 Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

 **BELLSOUTH®**

Channel Services Payment Plan Agreement

Town of Davie ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service as described below. The Service included in this Agreement is:

T1 -- Hicap

1. Service is provided pursuant to and in accordance with the Federal Communications Commission Tariff No. 1, including the Channel Services Payment Plan (CSPP).
2. The CSPP payment plan and service period for this service are:

- ☒ Plan A for 24 Months
☐ Plan B for Months
☐ Plan C for Months
☐ Plan 1 for Months
☐ Plan 2 for Months

Recognition of previous service may be given to the Subscriber who renews an existing Arrangement or converts from month-to-month billing, under circumstances detailed in the tariff. This Agreement period includes **0 months** for recognition of previous service.

3. The earliest date on which this service can reasonably be made available to the Subscriber is Existing circuit (to be completed by the Company).
4. The service date requested by the Subscriber is Existing circuit.
5. The service period shall commence on the actual service date, i.e., the date the service is actually made available to the Subscriber.
6. The application date is the date the Company receives a signed original of this Agreement and all correct information needed to start the ordering process, which shall evidence the Subscriber's firm commitment for the service.
7. Rates and charges applicable to this Agreement are those in effect in accordance with the tariff on the:

☒ **Application Date**

(If the service date requested by the Subscriber is earlier than or the same as the date in paragraph 3 above.)

☐ **Actual Service Date**

(If the service date requested by the subscriber is later than the date in paragraph 3 above.)

Initial: _____

Date: _____

Channel Services Payment Plan Agreement

8. The foregoing service is provided in accordance with the Company's lawfully filed tariffs, including any changes therein as may be made from time to time, except that the applicable rates and charges for the service described herein shall not be subject to any Company initiated rate changes.
9. If you are purchasing a BellSouth® Fast Packet Transport Service (BellSouth® Frame Relay Service, BellSouth® Asynchronous Transfer Mode Service, or BellSouth® Metro Ethernet Service) or a BellSouth® Digital Network Service (BellSouth® MegaLink® Service, BellSouth® MegaLink® Channel Service, BellSouth® LightGate® Service, or BellSouth® SMARTRing® Service) under this Agreement, such service may only be purchased by Customers whose traffic on this service will be more than 10% interstate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be more than 10% interstate.

Subscriber Name _____

Signature _____ Date _____

Printed Name _____ Title _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BellSouth Business Systems, Inc.

Signature _____ Date: _____

Printed Name _____ Title _____

Quote Number: BBS060124113403
 Customer: Town of Davie
 Prepared By: Cathy Graveline
 Subject: Police CDMA Circuit + SMARTRing

Quote Detail

Description	QTY	USOC/Code	Installation	Monthly
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SMARTRing (SPA Dedicated Ring Service) #2

Configuration: Interfaces Only

Location #1

Central Office Termination - SMARTRing (SPA Dedicated Ring Service)

FTLDFLMRDS0 (754/321) - BellSouth Telecomm, Inc. - FL

Central Office Channel Interface

MSA: Full Service Relief Area

Per DS1 on 28 DS1 Channel System (STS-1) - Month to Month	1	SHNCG	\$135.00	\$40.00
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*This quote is valid only if based on a SMARTRing "As Billed" Service Inquiry drawing.

*Rates quoted for this product are based on Tariff Section 23.5 (FCC I).

SMARTRing (SPA Dedicated Ring Service)

Configuration: Interfaces Only

Location #1

Address: 1230 Nob Hill Rd

Serving CO: FTLDFLJADS0 (954/472) - BellSouth Telecomm, Inc. - FL

Switch Type: SESS

Miles to Serving CO: 1.2718

Customer Channel Interface

MSA: Full Service Relief Area

Per Flex DS1 - 12 to 36 Months	1	SHN1Q	\$0.00	\$34.00
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Location #2

Central Office Termination - SMARTRing (SPA Dedicated Ring Service)

FTLDFLJADS0 (954/201) - BellSouth Telecomm, Inc. - FL

Switch Type: SESS

Central Office Channel Interface

MSA: Full Service Relief Area

Per DS1 on 28 DS1 Channel System (STS-1) - Month to Month	1	SHNCG	\$135.00	\$40.00
---	---	-------	----------	---------

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By: Cathy Graveline (954) 838-1723

Quote Number: BBS060124113403

This Quote is valid 30 days from last revision date 0/12/2006 Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.



Quote Number: BBS060124113403
 Customer: Town of Davie
 Prepared By: Cathy Graveline
 Subject: Police CDMA Circuit + SMARTRing

Month

*This quote is valid only if based on a SMARTRing "As Billed" Service Inquiry drawing.

*Rates quoted for this product are based on Tariff Sections 23.5 (FCC 1), 7.5.14 (FCC 1).

BellSouth High Capacity DS1 (SPA DS1) - 1 Circuit

Payment Term: 24 to 48 Months (Plan A)

Clear Channel Capability Point to Point	1	CCOEF	\$0.00	\$0.00
---	---	-------	--------	--------

Clear Channel Capability: Extended Superframe

MSA: Full Service Relief Area

Circuit Location #1

Central Office Termination - SMARTRing (SPA Dedicated Ring Service)

FTLDFLJADS0 (954/472) - BellSouth Telecomm, Inc. - FL

Switch Type: 5ESS

Circuit Location #2

Central Office Termination - SMARTRing (SPA Dedicated Ring Service)

FTLDFLMRDS0 (954/761) - BellSouth Telecomm, Inc. - FL

Switch Type: DMS

Interoffice Channel (8.68 miles)

FTLDFLMR (954/761) to FTLDFLJA (954/472) (8.68 miles)

Fixed Charge	1	1L5XX	\$156.00	\$70.00
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MSA: Full Service Relief Area

Pricing Zone: Zone 1

Charge per Mile	9	1L5XX	\$0.00	\$90.00
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MSA: Full Service Relief Area

Pricing Zone: Zone 1

*Rates for the FCC regulated charges listed in this quote are based on

Tariff Section 23.5 (FCC 1).

Shared Network Arrangement

Coordination Charge, per Arrangement	1	NRBSN	\$69.21	\$0.00
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The Host Subscriber must be notified.

Processing Charge, per Service Order	1	ORC	\$6.53	\$0.00
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*Rates quoted for this product are based on Tariff Section 7.2.9 (FCC 1).

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By: Cathy Graveline (954) 838-1723

Quote Number: BBS060124113403

This Quote is valid 30 days from last revision date 01/12/2006 Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

@ BELL SOUTH®

Quote Number: BBS060124113403	
Customer:	Town of Davie
Prepared By:	Cathy Graveline
Subject:	Police CDMA Circuit + SMARTRing

Totals	\$501.74	\$274.00
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Circuit Location Information	
BellSouth High Capacity DS1 (SPA DS1) - 1 Circuit	
CKL # 1	Central Office Termination 954-472
CKL # 2	Central Office Termination 954-761
SMARTRing (SPA Dedicated Ring Service)	
Location # 1	Police HQ 1230 Nob Hill Rd Davie, FL
Location # 2	Central Office Termination 954-201
SMARTRing (SPA Dedicated Ring Service) #2	
Location # 1	Central Office Termination 754-321
Shared Network Arrangement	

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By Cathy Graveline (954) 838-1723

Quote Number BBS060124113403

This Quote is valid 30 days from last revision date 01/12/2006 Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.



Quote Number: BBS060124113403

Customer: Town of Davie

Prepared By: Cathy Graveline

Subject: Police CDMA Circuit + SMARTRing

BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

Prepared By Cathy Graveline (954) 838-1723

Quote Number BBS060124113403

This Quote is valid 30 days from last revision date 6/12/2006 Federal, State and Local tax not included.

The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

 **BELLSOUTH®**

Attachment B



BellSouth BusinessSM

Suite 410
13450 W. Sunrise Blvd.
Sunrise, Florida 33323

October 12, 2006

Frank,

The SmartRing[®] service that has been proposed for the City of Davie is only provided by BellSouth and therefore we are single source for this service. The specific SmartRing[®] package that has been provided to you has the following features:

- SmartRing[®] service provided from the Florida Intrastate Tariff - B. Private Line Services Tariff (PLST)
- We have provided a custom discounted Contract Service Agreement
- 5 nodes including two BellSouth Central offices, Jacaranda and Plantation
- Carrying all local services provided by BellSouth

One of the specific provisions of the Florida Intrastate Tariff - B. Private Line Services Tariff (PLST) referenced above is that it may not be resold by another carrier. BellSouth does have SmartRing[®] service that we do allow other carriers to resell. It is out of a different tariff and we are legally not allowed to discount the service with a Contract Service Arrangement. It also would not be sold by any other carrier with only BellSouth Central Office and customer nodes. Let me know if you have any other questions.

Thank you,


Christine Vicens
Sales Manager - BELL SOUTH
13450 West Sunrise Boulevard, Suite 600
Sunrise, FL 33323
Voice/VMail - 954.838.1737 or (net)838.1737
e-mail - chris.vicens@bellsouth.com

If you have received this email in error or if you do not wish to receive any future commercial electronic mail messages from BellSouth Business, reply to this message with 'UNSUBSCRIBE' as the only word in the subject line.

Attachment C

[Handwritten signature]

MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

RCVD JUL 10 '06

MEMORANDUM

DATE: July 10, 2006

TO: Frank Apicella, Technology Information Management Director

CC: Ken Cohen, Acting Town Administrator
Mayor and Councilmembers.

FROM: Monroe D. Kiar [Handwritten signature]

RE: Control Number 060609
Proposed Solutions for SMARTRing, PRI, Frame Relay, Metro Filternet, and Private
Line TI Services

Pursuant to your request, this office has reviewed the proposal for the Town of Davie submitted by BellSouth. Chapter 8 sets forth certain proposed network monthly recurring costs as well as proposed network non-recurring costs, along with network transport costs for the Town of Davie. It is assumed that these have already been closely reviewed by your Department. Chapter 9 contains the Contract Service Arrangement Agreement between BellSouth Telecommunications, Inc., a Georgia Corporation, d/b/a BellSouth, and the Town of Davie. It provides that BellSouth shall provide the Town notice of any additional tariffed services required for the installation of the service and that the subscriber (Town) agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by subscriber. It also states that the Agreement is subject to and controlled by the provisions of companies or any affiliated companies lawfully filed and approved tariffs and shall include all changes to said tariffs as may be made from time to time. It is again presumed that inquiry has been made by your office as to said filed and approved tariffs.

The Contract indicates that if the Town cancels the Agreement prior to the completed installation of the service, but after the execution of the Agreement, the Town shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Further, the Agreement provides that the rates, charges and conditions

described in the Agreement may be based upon information supplied to the company by the Town, including, but not limited to, forecasts of growth and should the Town fail to meet its forecasted levels of service requirements at any time during the term of the Agreement, the subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

It should be noted that paragraph 7(a) of the Agreement indicates that if the Town cancels the Agreement or a service provided pursuant to the Agreement at any time prior to the expiration of the service period set forth in the Agreement, the Town shall be responsible for all termination charges. The Agreement further states that unless otherwise specified by the tariff or stated elsewhere in the Agreement, termination charges are defined as 50% of the recurring charges due or remaining as a result of the minimum service period agreed to by the company and subscriber and any non-recurring charges that were not applied upon installation.

The Contract Service Arrangement Agreement states on page 4 that BellSouth's offer to the Town shall expire on May 18, 2006. It is presumed that this has been extended since the date of your Memorandum and receipt of same by this office was near the end of June, 2006. The Agreement however, should be modified to reflect a new offer expiration date.

The Contract Service Arrangement Agreement further provides that the service period for the Agreement is 60 months and that the Agreement shall be extended for additional 1 year terms under the same terms and conditions contained therein, unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional 1 year term. It is felt that it is important for your Department to be fully aware of this provision which would automatically extend the Agreement unless adequate written notice is sent to BellSouth at least 60 days prior to any expiration period.

The Contract Service Arrangement Agreement appears to be in proper legal form for submission to the Town Council for its consideration, but it is suggested that your office, if it has not already done so, familiarize itself with the provisions set forth above and determine what, if any, additional charges and costs the Town may be subject to prior to the Town's execution of the Contract Service Arrangement Agreement. Again, the Town should be fully aware of the termination provisions and penalties for early termination. In addition to the provisions outlined above, a termination liability charge will be applicable if services provided under the Agreement are disconnected prior to the end of the chosen service period and these are further outlined on page 7 and 8 of the Contract Service Arrangement Agreement.

You have also asked this office to review the Letters of Election set forth in Chapter 10. These pertain to BellSouth Centrex Service, Frame Relay Service, and T1 - Hicap. Attached to each Letter of Election is a quote detail setting forth the applicable charges. It is presumed that these have been reviewed by your Department and such other appropriate staff members as the Administration deems fit. It is noted that the 3 Letters of Election indicate that the service period is for 24 months. This is not consistent with the 60 month period set forth in the Contract Service Arrangement Agreement. It is suggested that this be reviewed to ensure that this discrepancy in duration was in

fact intended by the parties. If not, then this should be addressed and the Letters of Election be made consistent with that of the provisions of the Contract Service Arrangement Agreement. It should be noted that the Letter of Election provides that the Town agrees to pay BellSouth for the provision of the services based on the selected length and term described in the tariff and that the monthly rate will continue for the elected service period and will not be subject to company initiated change during said period. This would appear to indicate that after 24 months, BellSouth would have the right to initiate rate changes. Again, you should be aware of the provisions contained in the Letters of Election that refer to service being terminated by the Town prior to the expiration of the service period and the cancellation charges the Town would be subject to under such circumstances.

The Letters of Election also contain a provision whereby the Town acknowledges that it has read and understands the Agreement and agrees to be bound by its terms and that by signing or indicating acceptance, the Town acknowledges and accepts all terms of the Agreement as set forth above, including all terms set forth in the "Service Descriptions and Price List" found at [HTTP://cpr.bellsouth.com/vest/product_line.htm](http://cpr.bellsouth.com/vest/product_line.htm), as applicable.

Assuming that you have familiarized yourself with the provisions set forth above, as well as the balance of the provisions contained in the Letters of Election and have obtained satisfactory answers to the issues and concerns outlined above, then under such circumstances, the Letters of Election would be in proper legal form for submission along with the Contract Service Arrangement Agreement to the Town Council for its consideration and review.

Upon your receipt of this Memorandum, will you please contact this office so that we may discuss its contents.

MDK/gmv

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